

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SURGICAL INSTRUMENT SERVICE  
COMPANY, INC.,

Plaintiff,

v.

INTUITIVE SURGICAL, INC.,

Defendant.

Case No. 21-cv-03496-AMO

**JURY VERDICT FORM**

United States District Court  
Northern District of California

**SIS'S CLAIMS**

**Question 1**

Did SIS prove, by a preponderance of the evidence, that there is a relevant market limited to surgical robots used in minimally invasive soft tissue (or “MIST”) surgery in the United States?

Yes \_\_\_\_\_

No \_\_\_\_\_

**Question 2**

Did SIS prove, by a preponderance of the evidence, that there is a relevant aftermarket limited to replacement and repaired EndoWrist instruments in the United States?

Yes \_\_\_\_\_

No \_\_\_\_\_

**If you answered “No” to either Question 1 or Question 2, then SIS has not proved any of its claims and you are finished with your deliberations with respect to all of SIS’s claims; you must proceed to Question 10 to begin your deliberations regarding Intuitive’s claims. If you answered “Yes” to both Question 1 and Question 2, then you must proceed to Question 3.**

**Question 3**

Did SIS prove, by a preponderance of the evidence, all of the elements of an unlawful tying arrangement, according to the elements set forth in Instruction 22 of the Court’s Jury Instructions?

Yes \_\_\_\_\_

No \_\_\_\_\_

**If you answered “No” to Question 3, then SIS has not proved its tying claim, and you are finished with your deliberations with respect to this claim; you must proceed to Question 5 to begin your deliberations regarding SIS’s exclusive dealing claim. If you answered “Yes” to Question 3, then you must go on to answer Question 4.**

**Question 4**

Did Intuitive prove, by a preponderance of the evidence, a business justification for the alleged tying arrangement, according to Instruction 30 of the Court’s Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you answered “Yes” to Question 4, then SIS has not proved its tying claim, and you are finished with your deliberations with respect to this claim. If you answered “No” to Question 4, then you must address SIS’s injury and damages in Question 9 and Question 10. Either way, you must first proceed to Question 5 to begin your deliberations regarding SIS’s exclusive dealing claim.**

**Question 5**

Did SIS prove, by a preponderance of the evidence, all of the elements of an unlawful exclusive dealing arrangement, according to the elements set forth in Instruction 31 of the Court’s Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you answered “No” to Question 5, then SIS has not proved its exclusive dealing claim, and you are finished with your deliberations with respect to this claim. If you answered “Yes” to Question 5, then you must address SIS’s injury and damages in Question 8 and Question 9. Either way, you must first proceed to Question 6 to begin your deliberations regarding SIS’s monopolization claim.**

**Question 6**

Did SIS prove, by a preponderance of the evidence, all of the elements of unlawful monopolization, according to the elements set forth in Instruction 38 of the Court’s Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you answered “No” to Question 6, then SIS has not proved its monopolization claim and you are finished with your deliberations with respect to this claim. If you answered “Yes” to Question 6, then you must address SIS’s injury and damages in Question 8 and Question 9. Either way, you must first proceed to Question 7 to begin your deliberations regarding SIS’s attempted monopolization claim.**

**Question 7**

Did SIS prove, by a preponderance of the evidence, all of the elements of unlawful attempted monopolization, according to the elements set forth in Instruction 44 of the Court's Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" to **Question 7**, then SIS has not proved its attempted monopolization claim, and you are finished with your deliberations with respect to this claim. If you answered "Yes" to **Question 7**, then you must address SIS's injury and damages in **Question 8** and **Question 9**.

**Question 8**

If your answers to the prior Questions have resulted in a finding that SIS has not proved any of its claims, then you are finished with your deliberations with respect to SIS's claims and you must proceed to **Question 10** to begin your deliberations regarding Intuitive's claims. Otherwise, you must answer this Question.

Did SIS prove, by a preponderance of the evidence, all of the elements of injury and causation, according to the elements set forth in Instructions 48-50 of the Court's Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" to **Question 8**, then SIS has not proved any of its claims and you are finished with your deliberations with respect to SIS's claims; you must proceed to **Question 10** to begin your deliberations regarding Intuitive's claims. If you answered "Yes" to **Question 8**, then you must go on to answer **Question 9**.

**Question 9**

What amount, if any, do you award to SIS as compensatory damages for its claims, in accord with Instructions 52-57 of the Court's Jury Instructions?

\$ \_\_\_\_\_

You have now completed your deliberations with respect to SIS's claims. You must now proceed to **Question 10** to begin your deliberations regarding Intuitive's claims.

**INTUITIVE'S CLAIMS**

**Question 10**

Did Intuitive prove, by a preponderance of the evidence, all of the elements of unfair competition and false advertising under the Lanham Act, according to Instruction 59 of the Court's Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you answered "No" to Question 10, then Intuitive has not proved its claim for unfair competition and false advertising under the Lanham Act, and you are finished with your deliberations with respect to this claim. If you answered "Yes" to Question 10, then you must address Intuitive's damages in Question 13. Either way, you must proceed to Question 11 to begin your deliberations regarding Intuitive's claim for unfair competition.**

**Question 11**

Did Intuitive prove, by a preponderance of the evidence, all of the elements of unfair competition, according to the elements set forth in Instruction 63 of the Court's Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you answered "No" to Question 11, then Intuitive has not proved its unfair competition claim and you are finished with your deliberations with respect to this claim. If you answered "Yes" to Question 11, then you must address Intuitive's damages in Question 13. Either way, you must first proceed to Question 12 to begin your deliberations regarding Intuitive's tortious interference with contract claim.**

**Question 12**

Did Intuitive prove, by a preponderance of the evidence, all of the elements of tortious interference with contract, according to the elements set forth in Instruction 64 of the Court's Jury Instructions?

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you answered "No" to Question 12, then Intuitive has not proved its tortious interference with contract claim and you are finished with your deliberations with respect to this claim. If you answered "Yes" to Question 12, then you must go on to address Intuitive's damages in Question 13.**

**Question 13**

**If your answers to the prior Questions have resulted in a finding that Intuitive has not proved any of its claims, then you are finished with your deliberations with respect to Intuitive's claims. Otherwise, you must answer this Question.**

What amount, if any, do you award to Intuitive as compensatory damages for its claims, in accord with Instruction 65 of the Court's Jury Instructions?

\$ \_\_\_\_\_

**You have now completed your deliberations with respect to Intuitive's claims.**

**The Foreperson should sign and date this Verdict Form and inform the Courtroom Deputy that a unanimous verdict has been reached.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jury Foreperson